

SERIAL 05017 RFP INMATE CRISIS COUNSELING – MCSO (NIGP 95221)

DATE OF LAST REVISION: January 24, 2006 CONTRACT END DATE: May 31, 2009

CONTRACT PERIOD THROUGH MAY 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INMATE CRISIS COUNSELING – MCSO (NIGP 95221)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 19, 2005 (eff. 06/01/05)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/ks
Attach

Copy to: Clerk of the Board
Amie Bristol, MCSO
Kathy Sicard, Materials Management

(Please remove Serial 99230-RFP from your contract notebooks)



DRAFT CONTRACT CONTRACT PURSUANT TO RFP

SERIAL 05017-RFP

This Contract is entered into this 1st day of June, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Cummings and Associates, an Arizona corporation ("Contractor") for the purchase of Inmate Crisis Counseling services.

1.0 TERM

- 1.1 This Contract is for a term of four (4) years, beginning on the 1st day of June, 2005 and ending the 31st day of May, 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with

respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than

\$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.1.5.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

4.3 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Cummings and Associates, Inc.
Attn: Frank Cummings
820 W. Warner Road, Suite 204
Chandler, Arizona 85225

4.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.6 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.7 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.16 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 **INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT A
PRICING

SERIAL 05017-RFP

PRICING SHEET S083204/B0604583 (NIGP 95221)

BIDDER NAME: CUMMINGS AND ASSOCIATES, INC.
F.I.D. / VENDOR #: 86-0810682
BIDDER ADDRESS: 820 W. WARNER RD. SUITE 204 CHANDLER, AZ 85225
P.O. ADDRESS: N/A
BIDDER PHONE #: (480) 726-8628
BIDDER FAX #: (480) 726-2081
COMPANY WEB SITE: N/A
COMPANY CONTACT (REP): FRANK CUMMINGS OR LAURIE CAHILL
E-MAIL ADDRESS (REP): CUMMINGSNASSOC@AOL.COM

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

PAYMENT TERMS: BIDDER IS REQUIRED TO SELECT ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER SHALL INITIAL THE SELECTION BELOW.

NET 10	_____
NET 15	_____
NET 20	_____
NET 30	<u>F.C.</u>
NET 45	_____
NET 60	_____
NET 90	_____
2% 10 DAYS NET 30	_____
1% 10 DAYS NET 30	_____
2% 30 DAYS NET 31	_____
1% 30 DAYS NET 31	_____
5% 30 DAYS NET 31	_____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: N/A%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

_____ NEWSPAPER ADVERTISEMENT
_____ MARICOPA COUNTY WEB SITE
xxx PRE-SOLICITATION NOTICE
_____ OTHER (PLEASE SPECIFY)

1.0 PRICING:

ITEM DESCRIPTION

Proposers/Respondents shall offer a fee/rate on a cost per individual client basis. Fee/rate Offered which exceed \$100.00 per individual client will not be considered. Respondent/Proposer is encouraged to offer competitive fees/rates. Group preparation, supplementary individual counseling, And documentation time shall be considered part of, and included in the fee/rate offered.

1.1 Inmate Crisis Counseling per the proposer's/respondent's proposal, in accordance with the statement of work as defined herein, per individual client/session.	\$100.00
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EXHIBIT B

SCOPE OF WORK

05017 - RFP

1.0 INTENT

Cummings and Associates, Inc. is interested in providing individual and group therapy services for referrals from the Maricopa County Sheriff's Office (MCSO) Custody Support Division (formerly known as the Inmate Program Diversion) participants. Cummings and Associates, Inc. has previous experience in providing these services to the Maricopa County Sheriff's Office (MCSO). We are prepared to provide these services to all of the Maricopa County Jails. Cummings and Associates, Inc. is a group of human service professionals who are Arizona State Licensed by the Arizona Board of Behavioral Health Examiners, all professionals working with Cummings and Associates, Inc. hold a Master's degree in a behavioral health field. We do not contract or employ paraprofessionals. Our staff has extensive experience and training in working with individuals and families providing counseling in a positive cognitive behavioral therapeutic context. Cummings and Associates, Inc. has been successfully providing services to the MCSO for the past five years. In addition, Cummings and Associates has worked with the Maricopa County Juvenile Court for the past thirteen years. We are currently working with approximately 500 juveniles and their families a week. Many of these families have been referred to our agency to halt their progression within the Juvenile Justice System. Our agency provided a full-range of out patient counseling services including; individual, family, substance abuse, parenting groups, as well as intensive work with anger management and domestic violence. We are also working with youth and families who have been transferred to the adult system. These services are provided within the jail system as well as within the community. Based on our experience, we are prepared to work collaboratively with all member of the Maricopa County Sheriff's Office and in particular the ALPHA staff in each facility. Our counselors have extensive knowledge of family systems theory, family dynamics and treatment encompassing both a cognitive-behavioral and social learning theories. Our counselors have the ability to relate well with individuals of various lifestyles, backgrounds and ethnicities. Cummings and Associates, Inc. has bi-lingual Spanish and Farsi capability and experience working with multi-problem families, in addition to a broad based familiarity with community resources.

2.0 SCOPE OF WORK

2.1 Crisis Counseling Qualifications:

- 2.1.1 All facilitators working with Cummings and Associates possess a master's degree in the field of human services. Cummings and Associates has staff fluent in both Spanish and English and one therapist who is fluent in Spanish, English and Farsi.
- 2.1.2 All facilitators working with Cummings and Associates are Arizona State Licensed professionals by the Arizona State Board of Behavioral Health Examiners.
- 2.1.3 Each therapist working with Cummings and Associates has an excess of two years experience in providing counseling services. Each facilitator is experienced in delivering anger management, stress management and impulse control therapy. Cummings and Associates' therapist proposing to provide these services under this contract have experience in providing educational/didactic groups for criminal offenders in a secure-care facility.
- 2.1.4 All Cummings and Associates' counselors have a minimum of one year's experience providing group therapy to adult and adolescent jail inmates.

2.2 Credential Verifications:

- 2.2.1 Please find the attached copies of resumes, BBHE licenses, and college degrees for each person who will be providing direct services to ALPHA Program or Education Sections referrals. These copies can be found in "Other Data" section of this proposal.
- 2.2.2 Frank Cummings of Cummings and Associates, Inc. has already completed the background check by MCSO. Other staff, as they become involved with the project will also complete the background screening.
- 2.2.3 Cummings and Associates, upon award of the contract will immediately obtain additional signed background check releases from its employees who plan to have contact with inmates and/or records. This provider understands that individuals who have not passed the background investigation shall not have contact with inmates or records until clearance has been established.
- 2.2.4 Cummings and Associates understands that the decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and not appealable. We understand
- 2.2.5

2.2.6 that information derived from the background check can not be divulged to the Provider and will not be questioned.

2.2.5 Cummings and Associates, Inc. will notify MCSO of any and all material changes to personnel and program content related to the service contract. We understand that these changes need to be approved prior to implementation. We understand that staff changes will be made within 48 hours of the actual change.

2.3 Parameters:

2.3.1 Cummings and Associates, Inc. understands that clients will be referred by the MCSO Custody Support Division's ALPHA or Education Section staff.

2.3.2 Cummings and Associates, Inc. is prepared to work with all three levels of potential clients; 1) Juvenile males between the ages of 12 & 18, 2) Adult females, and 3) Adult males. We understand that these referrals will be made by the MCSO Division staff. Cummings and Associates, Inc. will provide both individual and group sessions to clients referred by ALPHA staff in selected jail facilities.

2.3.3 Please see response to 2.3.2

2.3.4 Cummings and Associates, Inc. has the ability to facilitate crisis on-call services. These services will be geared to specific need and provided by a bilingual therapist if needed.

2.4 Services:

2.4.1 Cummings and Associates, Inc. will provide an initial intake interview for all clients referred by the ALPHA staff. This initial intake and assessment will include a thorough review background, but will focus on crisis intervention, i.e. the presenting problem.

2.4.1.1 During the initial session(s), goals and objectives will be established with the therapist and the client; a treatment plan will be developed to address the presenting issues.

2.4.1.2 & 2.4.1.3 Therapists will identify personal crisis issues, resistance, barriers and challenges to the change process. The treatment plan will vary with each individual, however due to past experience; treatment services will focus on teaching inmates how to control anger, reduce stress, address chemical addiction and discontinue anti-social behaviors. This process will involve learning to make positive responsible choices.

2.4.1.4 Treatment plans will be developed which measure outcomes in terms of accomplishing goals and objectives with each client. Within the treatment plan preparation / counseling skills will be taught to inmates to enhance self-efficacy necessary to make initial commitments to change, control behaviors and seek and retain employment through a cognitive-behavioral approach, encouragement and support.

2.4.1.5 The immediate crisis situation will be diffused while working with the therapist. The therapist and client will explore the thoughts, feelings and actions of the immediate situation and diffuse the client through the expression of his/her frustration with the immediate situation. The therapist will work with the client to identify how he / she will regroup and assess situations prior to a reaction, or work through the immediate issue which is causing stress or anger.

2.4.2 A report will be given to the ALPHA diversion staff which further explains identified personal crisis issues, resistances, barriers and challenges to change.

2.4.3 This reporting procedure will give a brief evaluation of the presenting problem and a statement as to whether or not the objectives of crisis services have been reached.

2.4.4 Upon completion of the session to discuss the immediate crisis situation and changes which will be made, the therapist will have the client cognitively reassess the situation and how he / she plans to be successful in the outpatient treatment process.

2.4.5 Discharge summaries will also include recommendations to ALPHA staff for on-going continuation of care.

2.4.6 The therapeutic process will focus on changing attitudes and psychological resistance to change. The client will be able to successfully identify and change attitudinal, physical, psychological and intellectual factors that contribute to resistances and barriers to change upon completion of the cognitive work preformed with the therapist.

2.4.7 Homework assignments may be established to facilitate the therapeutic process; these assignments will reinforce the topics presented in the treatment planning process. Therapists working and providing crisis services will work closely with the ALPHA staff to provide pertinent information on client behavior and needs during their participation in the ALPHA program.

2.5 Administrative Services:

2.5.1 Cummings and Associates, Inc. will keep accurate attendance records for each individual referred for services. Cummings and Associates will notify MCSO the next business day after a missed session.

- 2.5.2 Progress reports will be submitted to the MCSO staff within five days after the completion of services. These reports will document attendance, homework assignment completion, attitude, progress in treatment and any future treatment recommendations.
- 2.5.3 Statistical reports will be completed as required, including process evaluation methods and measurements. Cummings and Associates' therapist will meet regularly with MCSO staff for collaboration of the inmate's treatment, services and progress.
- 2.5.4 Therapy will be terminated in accordance with MCSO Program standards.

CUMMINGS AND ASSOCIATES, 1915 E BUENA VISTA DRIVE, TEMPE, AZ 85284
820 WEST WARNER RD. #204, CHANDLER, AZ 85225

PRICING SHEET S083204/B0604583 (NIGP 95221)

Terms:	NET 30
Vendor Number:	W000001587 X
Telephone Number:	480/726-8628 480-839-0083
Fax Number:	480/726-2081 480-839-4918
Contact Person:	Frank Cummings
E-mail Address:	cummingsnassoc@aol.com
Contract Period:	To cover the period ending May 31, 2009.